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AECOM TECHNOLOGY CORP.; AECOM  
TECHNOLOGY CORP. LONG-TERM  
DISABILITY PLAN

UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF CALIFORNIA

JUDITH RODDEN,

Case No. CIV 08 2953 WHA

Plaintiff,

## ANSWER

V.

AECOM TECHNOLOGY CORP., a Delaware corporation; AECOM TECHNOLOGY CORP. LONG-TERM DISABILITY PLAN, and HARTFORD LIFE & ACCIDENT INSURANCE CO., a Connecticut corporation,

## Defendants.

COMES NOW Defendants AECOM Technology Corporation and AECOM Technology Corporation Long-Term Disability Benefits Plan (“the Plan” and jointly with AECOM Technology Corporation as “AECOM”), and for their answer to the Complaint by Plaintiff Judith Rodden on file herein, admits, denies and avers as follows:

1. Answering paragraph 1 of the Complaint, AECOM admits that this Court has jurisdiction pursuant to the Employee Retirement Income Security Act of 1974 (ERISA). Except as so admitted, AECOM denies each and every allegation of said paragraph.

2. Answering paragraph 2 of the Complaint, AECOM denies that the Plan is administered in this District. AECOM lacks knowledge and information sufficient to admit or deny the remaining allegations of this paragraph and, on that basis, denies the remaining allegations of

1 said paragraph.

2           3. Answering paragraph 3 of the Complaint, AECOM admits that Plaintiff is a  
 3 natural person, a resident of San Francisco, California, that she was formerly employed by an  
 4 operating brand of Defendant AECOM Technology Corporation, and that she was a participant in  
 5 the Defendant Plan. Except as so admitted, AECOM denies each and every allegation contained in  
 6 said paragraph.

7           4. Answering paragraph 4 of the Complaint, Defendant AECOM Technology  
 8 Corporation admits that it is a Delaware corporation with its principal place of business in Los  
 9 Angeles, California. Defendant AECOM Technology Corporation further admits that it sponsors  
 10 and insures the Plan and that the Plan offers, *inter alia*, disability benefits. Except as so admitted,  
 11 AECOM denies each and every other allegation of said paragraph.

12          5. Answering paragraph 5 of the Complaint, AECOM incorporates its response  
 13 to paragraph 4 of the Complaint. Except as so admitted, AECOM denies each and every other  
 14 allegation of said paragraph.

15          6. Answering paragraph 6 of the Complaint, AECOM admits that Defendant  
 16 Hartford formerly was designated to make certain determinations under the Plan. Except as so  
 17 admitted, AECOM denies each and every other allegation of said paragraph.

18          7. Answering paragraph 7 of the Complaint, AECOM admits that one of its  
 19 operating brands employed Plaintiff from about October 2000 through about April 2004 and also  
 20 from about May 2004 through about June 2006. Except as so admitted, AECOM denies each and  
 21 every other allegation of said paragraph.

22          8. Answering paragraph 8 of the Complaint, AECOM lacks knowledge and  
 23 information sufficient to admit or deny the allegations of this paragraph and, on that basis, denies the  
 24 allegations of said paragraph.

25          9. Answering paragraph 9 of the Complaint, AECOM hereby incorporates its  
 26 answers in paragraphs 1 through 8 above, inclusive.

27          10. Answering paragraph 10 of the Complaint, AECOM denies each and every  
 28 allegation contained within said paragraph.

11. Answering paragraph 11 of the Complaint, AECOM lacks knowledge and information sufficient to admit or deny the allegations of this paragraph and, on that basis, denies the allegations of said paragraph.

12. Answering paragraph 12 of the Complaint, AECOM denies each and every allegation contained within said paragraph.

13. Answering paragraph 13 of the Complaint, AECOM hereby incorporates its answers in paragraphs 1 through 12 above, inclusive.

14. Answering paragraph 14 of the Complaint, AECOM admits that plan fiduciaries have certain legal obligations. Except as so admitted, AECOM denies each and every other allegation of said paragraph.

15. Answering paragraph 15 of the Complaint, AECOM lacks knowledge and information sufficient to admit or deny the allegations of this paragraph and, on that basis, denies the allegations of said paragraph.

## **AFFIRMATIVE DEFENSES**

1. AS ITS FIRST, SEPARATE AND AFFIRMATIVE DEFENSE, AECOM alleges that the Complaint fails to state a claim upon which relief may be granted.

2. AS ITS SECOND, SEPARATE AND AFFIRMATIVE DEFENSE, AECOM alleges that Plaintiff may not maintain this action because she is not a participant in the Plan and is not entitled to any benefits under the Plan.

3. AS ITS THIRD, SEPARATE AND AFFIRMATIVE DEFENSE, AECOM alleges that the Complaint, and each and every cause of action contained therein, is barred in whole or in part by the doctrine of unclean hands.

4. AS ITS FOURTH, SEPARATE AND AFFIRMATIVE DEFENSE, AECOM alleges that the Complaint, and each and every cause of action contained therein, is barred in whole or in part by the doctrine of estoppel.

5. AS ITS FIFTH, SEPARATE AND AFFIRMATIVE DEFENSE, AECOM alleges that Plaintiff has failed to state a claim for which attorneys' fees and costs may be granted.

6. AS ITS SIXTH, SEPARATE AND AFFIRMATIVE DEFENSE, AECOM alleges that Plaintiff's claims are barred in whole or part because she has failed to exhaust her administrative remedies

## **ADDITIONAL DEFENSES**

AECOM reserves the right to amend this Answer should it later discover facts demonstrating the existence of additional affirmative defenses.

WHEREFORE, AECOM prays that the Complaint be dismissed with prejudice, that Plaintiff take nothing, and that AECOM be awarded the costs of defending this action, including its reasonable attorneys' fees pursuant to ERISA § 502(g)(1), 20 U.S.C. § 1132(g)(1).

Dated: July 14, 2008

/s/  
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DISABILITY PLAN

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